SYSTEM FEDERATION No. 91

Railway Employees' Department

of the American Federation of Labor

Congress of Industrial Organizations

Louisville & Nashville Railroad and K. & I. Terminal Railroad

Louisville 2, Kentucky

October 15, 1962

Mr. W. S. Scholl
Director of Personnel
Louisville and Nashville Railroad Company
908 W. Broadway
Louisville, Kentucky

Dear Sir:

Please consider this letter as the usual and customary thirty-day notice under the Railway Labor Act, as amended, of our desire to revise and supplement all existing agreements to effectuate the provisions set forth in "Appendix A" attached hereto, such provisions to be effective November 13, 1962.

It is our desire that conferences on this notice be held at the earliest practicable date and in any event prior to November 13, 1962, and that you, within ten days after receipt of this notice, suggest a date, time and place for this conference. In the event that we are unable to reach an agreement upon the foregoing request at such separate system conferences, we further propose that the matter be handled on a joint basis with other carriers which are receiving like notices.

On the assumption that an agreement may not be reached in system conferences, our System Federation has joined with other System Federations serving a like

notice upon other carrier managements, in the creation of an Employes' Conference Committee composed of the President and the Executive Council Members of the Railway Employes' Department, AFL-CIO.

In the event an agreement is not reached in our separate system conferences, we request that you join with other carrier managements who are receiving a like notice, in the creation of a Carriers' National Conference Committee which will be authorized, like our Employes' Conference Committee, to negotiate to a conclusion in accordance with the procedures of the Railway Labor Act, the subject matter of this notice.

This notice is served in behalf of the employees of the Louisville and Nashville Railroad Company represented by the following organizations:

1. International Association of Machinists
2. International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers
3. Sheet Metal Workers' International Association
4. International Brotherhood of Electrical Workers
5. Brotherhood Railway Carmen of America
6. International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers

operating through the Railway Employes' Department of the American Federation of Labor and Congress of Industrial Organizations.

Very truly yours,

(s) Herman Webb,
Herman Webb, President
System Federation No. 91

(s) Herman Webb,
Herman Webb, General Chairman Int'l. Brotherhood of Electrical Workers

(s) L. N. Woods,
L. N. Woods, General Chairman Sheet Metal Workers Int'l. Association

(s) Ray Abner,
Ray Abner, General Chairman Int'l. Brotherhood of Firemen and Oilers

(s) Ray Abner,
Ray Abner, Secretary-Treasurer System Federation No. 91

(s) J. L. Bailey
J. L. Bailey, General Chairman Brotherhood of Railway Carmen of America

(s) B. B. Kidwell
B. B. Kidwell, General Chairman Int'l. Association of Machinists

(s) D. W. Christian
D. W. Christian, General Chairman Int'l. Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers

RA'c
Encl.

APPENDIX A

Notwithstanding the provisions of any agreements heretofore made between this carrier and any of the organizations signatory hereto:

(a) None but mechanics or apprentices regularly employed as such shall do mechanics' work of their craft as per the special rules thereof, and no work of any craft covered by such agreements shall, under any circumstances, be performed by any official, supervisory officer, or by employees who are employed in another craft; except at points where it is agreed that there is not sufficient work to justify employing a mechanic of each craft and agreement is reached between the carrier and the General Chairmen of the crafts involved arriving at special arrangements for the performance of work at such points.

Motor vehicles (passenger or truck) used for road service will be driven by an employee of the craft whose work is to be performed.

In case of any violation of this rule, the employee or employees who would have performed such work if it had been performed without violation of this rule, shall be compensated on the same basis as if they or he had performed the work.

(b) Except pursuant to a special agreement as to specifically described work made in each instance between the representative of the carrier and the General Chairman of the craft involved, all work, which if performed by the carrier with its own employees would be covered by such agreements, shall be performed by employees covered by such agreements, and the carrier shall not,

(1) Contract with others for the performance of such work.

(2) Contract with others for the trade in or repurchase of equipment, unit exchange, the installation, repair, re-

building or replacement of equipment or the component parts thereof, or

(3) Lease or purchase equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller.

In case of any violation of this rule, the employee or employees who would have performed such work if it had been performed without violation of this rule, shall be compensated on the same basis as if they or he had performed the work.

(c) The same protective benefits as those afforded by Sections 4, 6, 7, 8, 9, 10 and 11 of the Agreement of May, 1936, Washington, D. C., shall be applicable with respect to employees who are displaced or deprived of employment as a result of changes in the operations of this individual carrier such as:

(1) Transfers of work;

(2) Abandonments, discontinuances or consolidations of facilities or services, or portions thereof;

(3) Contracting out of work;

(4) Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;

(5) Voluntary or involuntary discontinuance of contracts;

(6) Technological changes;

(7) Installation of labor saving equipment and machinery;

(8) Trade in and repurchase of equipment or unit exchange;

(9) Any changes in work assignments or operations other than those resulting solely from decline in volume of traffic.

(d) The coupling and uncoupling of air, steam and signal hose, testing air brakes and appurtenances on trains or cuts of cars in yards and terminals, shall be Carmen's work.

(e) The foregoing rules shall supersede any provisions of existing agreements not consistent therewith.

LOUISVILLE & NASHVILLE RAILROAD COMPANY

November 15, 1962
H-420

Mr. J. L. Bailey, Acting President, System Federation No. 91 and General Chairman, Brotherhood of Rwy. Carmen of America, Louisville, Kentucky

Mr. Ray Abner, Secretary-Treasurer, System Federation No. 91 and General Chairman, Internat. Brotherhood of Firemen and Oilers, Louisville, Ky.

Mr. W. T. Lewis, General Chairman, International Brotherhood of Electrical Workers, Nashville, Tennessee

Mr. B. B. Kidwell, General Chairman, International Association of Machinists, Louisville, Kentucky

Mr. D. W. Christian, General Chairman, International Brotherhood of Boilermakers, Huntington, W. Virginia

Mr. L. N. Woods, General Chairman, Sheet Metal Workers International Association, St. Louis, Missouri

Gentlemen:

Our letter of October 23, file H-420, in reply to yours of October 15, 1962, in connection with your desire to revise and supplement all existing agreements to effectuate the provisions set forth in Appendix "A", attached thereto.

Without waiving our position concerning the propriety of your proposals, this is notice that we desire to eliminate or modify certain existing rules and working conditions

as set out in Attachment "A" hereto, to be handled concurrently with such of your proposals as are deemed bargainable if and when it becomes appropriate to do so.

Yours truly,

W. S. Scholl,
Director of Personnel.

ATTACHMENT A

1. CLASSIFICATION OF WORK

All agreements, rules, regulations, interpretations and practices, however established, governing the classification of work of mechanics, helpers and apprentices of employees represented by the following organizations:

International Association of Machinists
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers.
Sheet Metal Workers' International Association
International Brotherhood of Electrical Workers

shall be merged into three classification of work rules. The first rule shall govern the work of all mechanics, the second the work of all helpers, and the third the work of all apprentices. Thereafter any work covered by such a consolidated rule may be assigned to and performed by any employee of the class to which the rule is applicable irrespective of craft.

The number of mechanics, helpers and apprentices in the craft of machinist, sheet metal worker, blacksmith, boilermaker and electrician to be employed shall be determined as nearly as practicable by the ratio which exists in each seniority district among these crafts on the effective date of these rules.

2. CAR INSPECTORS

All agreements, rules, regulations, interpretations and practices, however established, which restrict the character of service of car inspectors are hereby eliminated. Car Inspectors may hereafter be required to perform any work which may be assigned to them provided such work is included in the classification of work rules applicable to carmen.

3. MODERNIZATION OF AGREEMENTS TO MEET CHANGING CONDITIONS

(a). Eliminate all agreements, rules, regulations, interpretations and practices, however established, which in any way handicap or interfere with the carrier's right to:

(1) Transfer work from one facility or location to another facility or location;

(2) Partially or entirely abandon any operation or to consolidate facilities or services heretofore operated independently;

(3) Merge or coordinate in whole or in part two or more carriers;

(4) Contract out work;

(5) Lease or purchase equipment or component parts thereof, the installation, operation, maintenance or repairing of which is to be performed by other than employees of the carrier;

(6) Voluntarily or involuntarily discontinue contracts whereunder a carrier performs service for another carrier or for any other party;

(7) Effect technological changes;

(8) Install labor saving equipment and machinery;

(9) Trade in and repurchase equipment or exchange units;

(10) Make effective any other changes in work assignments or operation.

(b) Whenever the introduction of a change in methods or operation such as those set forth in paragraph (a) hereof cannot be accomplished, or where its benefits would not be fully realized without the consolidation, merger or elimination of one or more seniority districts, the carrier shall give thirty (30) days' notice to the affected organization or organizations. All parties affected by the change shall, before expiration of the notice period, engage in joint negotiations in regard to the consolidation, merging or elimination of one of more seniority districts. If agreement has not been reached within thirty (30) days of the date of the notice, any party may submit the question for final and binding determination to an arbitration board consisting of a representative of each organization involved, an equal number of carrier representatives and a neutral member selected by the participating members. Should the parties fail to agree upon the selection of a neutral within ten (10) days from the date of the service of such notice, the parties, or any party, to the dispute may certify that fact to the National Mediation Board, which Board shall, within ten (10) days from the receipt of such certificate, name a neutral. If the parties to the dispute fail to agree upon the fee to be paid to the neutral, the National Mediation Board shall stipulate the amount of such fee. The arbitration board shall begin hearings within ten (10) days of the appointment of the neutral. Findings shall be rendered in writing by the arbitration board within thirty (30) days from the date of the beginning of the hearings on the particular dispute, such findings to be final and binding upon all the parties to the dispute, whether or not such parties appear before the arbitration board. The arbitration board shall not undertake to determine whether the change is to be introduced but shall confine its decision to the consolidation, merger or elimination of seniority districts. The arbitration award

thus rendered may be made effective thirty (30) days after the date of such award or at a later date if the carrier, for operational or other reasons, so decides.

This provision will also apply in any and all other instances where a carrier desires to consolidate, merge or eliminate one or more seniority districts.

4. COMPULSORY RETIREMENT

All employees subject to the provisions of this agreement who are seventy (70) years of age or over must retire from active service no later than ninety (90) days subsequent to the effective date of this agreement. Thereafter the mandatory retirement age shall be progressively lowered until it is sixty-five (65) in accordance with the following schedule:

January 1, 1964—69 years of age
January 1, 1965—68 years of age
January 1, 1966—67 years of age
January 1, 1967—66 years of age
January 1, 1968—65 years of age

Existing agreements which provide for retirement at an earlier age than herein set forth remain in full force and effect.

5. STARTING TIME

(a) Eliminate all agreements, rules, regulations, interpretations and practices, however established, which limit or restrict a carrier in fixing or changing the starting time or quitting time of employees or provide for uniform starting or quitting times.

(b) The starting time of employees may be at any time except between 12:01 A.M. and 5:00 A.M., and the starting time of any employee or group of employees at a point or facility shall not be restricted by reason of the starting

time of any other employee, group of employees, or shift. The starting time will be designated by the carrier, and may be changed on not less than twenty-four (24) hours' notice.

(c) If it is desired that a starting time be established between 12:01 A.M. and 5:00 A.M., the matter will be handled between local officers of the carrier and of the labor organizations involved looking toward agreement responsive to operational needs.

6. CHANGE OF ARTICLE IV, AUGUST 21, 1954 NATIONAL AGREEMENT

Eliminate Note 1 to Article IV of the August 21, 1954, Agreement between the carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the employees thereof represented by the Employes' National Conference Committee, Fifteen Cooperating Railway Labor Organizations. This contemplates the elimination of that part of all agreements, rules, regulations, interpretations and practices, however established, which impose the restrictive principle contained in Note 1 to Article IV of the August 21, 1954 Agreement.

7. GENERAL

(a) Where, in relation to any of the above proposals, an agreement, rule, regulation, interpretation or practice, however, established, exists which is more favorable to the Carrier, such agreement, rule, regulation, interpretation or practice may be retained.

(b) Where, in relation to any of the above proposals, no agreement, rule, regulation, interpretation or practice exists which imposes the limitations or restrictions which would be eliminated by such proposal, the fact that the subject matter is included in this uniform Attachment A is not to be construed as an admission that such limitation or restriction exists on this Carrier.